

AG Contract No. KR02-1959TRN
ADOT ECS File No. JPA 02-88
5-Year Item # 86403 & 86603
Project: NH-060-B(008)B &
NH-060-B(007)B
TRACS No.: H5600 01C & H5601 01C
Section: US 60 (Grand Avenue)
@ 55th & Maryland Avenues (Maryland
Avenue Overpass) and 67th & Northern
Avenues (67th Avenue Overpass)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

City of Glendale C-4775

THIS AGREEMENT is entered into 19th May, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. In conjunction with the State's roadway construction improvements of US 60/Grand Avenue at 55th & Maryland Avenues and 67th & Northern Avenues, the City requests the State incorporate the following 5 elements into the State's construction project: 1) Construct Maryland Avenue Signal Interconnect, at an estimated cost of \$17,111.00; 2) Design and construct Maryland Avenue Overpass Aesthetic Enhancements, at a lump sum cost of \$214,507.00; 3) Construct 67th Avenue Signal Interconnect, at an estimated cost of \$25,665.00; 4) Design and construct 67th Avenue Overpass Aesthetic Enhancements, at a lump sum cost of \$162,328.00; 5) Design and construct 48" storm drain along 67th Avenue, at a lump sum cost of \$31,062, all at the City's expense, herein referred to as the "State's Project"

4. Prior to the State's roadway construction improvements of US 60/Grand Avenue at 67th & Northern Avenues, the State desires to fund. 6) The relocation of City utilities, by City staff, in conflict with the State's proposed improvements, at an estimated cost of \$11,250.00 to the State, herein referred to as the "City's Project".

NO. 26002
Filed with the Secretary of State
Date Filed: 05/19/03

Janice K. Brewer
Secretary of State

By: Vincent J. Graenewald

5. A summary of costs associated with the State and City Projects, totaling \$496,469.00, is detailed on Exhibit A, attached hereto and made a part hereof. The 5 elements requested by the City will include a fixed rate of 14% for construction engineering and administration costs and a fixed rate of 5% for design engineering administration costs. The purpose of this agreement is to define each party's responsibility.

6. The parties hereto acknowledge and agree to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) Both parties will perform their responsibilities consistent with this agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State:

a. Upon execution of this agreement, will invoice the City \$496,469.00, which includes the estimated costs of the State's Project, including a fixed rate of 14% for construction engineering and administration costs and a fixed rate of 5% for design engineering administration costs, and a deduction for the State's participation in the City's Project, shown on Exhibit A.

b. Will agree to be authorized agent for the City in association with the State's Project. Will provide to State standards; design plans, specifications and other such documents and services required for the bidding and construction of the State's Project.

c. On behalf of the City, will incorporate the plans to the State's Project, call for bids, award one or more contracts to accomplish the State's Project; administer same and make all payments to the contractor(s). Confer with the City on any contract modifications related to the State's Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion of the State's Project, will invoice or reimburse the City any difference between the amount paid by the City and the actual cost for construction of elements 1 and 3 referenced in paragraph 13 of the Recitals, which will include a fixed rate of 14% for construction engineering and administration costs.

e. Will approve and accept the State's Project upon completion on behalf of the parties hereto.

f. Will provide to City standards; design plans, specifications and other such documents required for the City to relocate their utilities prior to the construction of the State's Project. The State's participation in the City's Project has been deducted from the City's costs, as detailed on Exhibit A.

g. Upon completion of the City's Project, will reimburse the City any difference between the amount paid by the State and the actual cost for construction of element 6 referenced in paragraph 14 of the Recitals.

h. Will be responsible for any design and construction claims for whatever reason attributable to the State associated with the City's Project.

2 The City:

a. Upon execution of this agreement and receipt of an invoice, will remit to the State \$496,469 00, which includes the estimated costs of the State's Project, including a fixed rate of 14% for construction engineering and administration costs and a fixed rate of 5% for design engineering administration costs, and a deduction for the State's participation in the City's Project, shown on Exhibit A.

b. Will and does hereby designate the State as authorized agent for the City, in association with the City's requested elements to be included in the State's Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City

c. Upon completion and acceptance of the State's Project, will reimburse the State any difference between the amount paid by the City and the actual cost for construction of elements 1 and 3, referenced in I 3 of the Recitals, which will include a fixed rate of 14% for construction engineering and administration costs

d. Upon completion of the City's Project, will invoice or reimburse the State any difference between the amount paid by the State and the actual cost for construction of element 6 referenced in paragraph I.4 of the Recitals

e. Upon completion and acceptance of the State's Project, will provide maintenance to the City's elements accomplished in the State's & City's Project

f. Will review design plans associated with the City's Project and provide comments to the State for incorporation into final design plans.

g. Will be responsible for any design and construction claims for whatever reason attributable to the City associated with the City's Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State

2. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to advertisement of the Project, with sixty days written notice to the other party

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Glendale
City Manager's Office
5850 West Glendale Avenue
Glendale, AZ 85301
FAX: (623) 847-1399

For Billing Issues:

Arizona Department of Transportation
Contract Accounting
206 South 17 Avenue, MD 204B
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Glendale
Finance
5850 West Glendale Avenue
Glendale, AZ 85301
FAX: (623) 847-1399

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

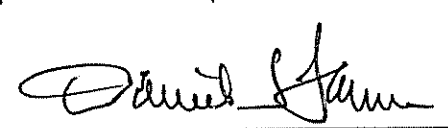
CITY OF GLENDALE,
a Municipal Corporation

By

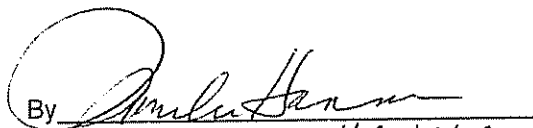

ED BEASLEY
City Manager

STATE OF ARIZONA,
Department of Transportation

By


DANIEL S. LANCE, P.E.
Deputy State Engineer

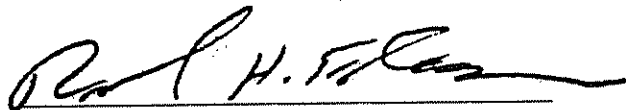
By


PAMELA OLIVEIRA HANNA
City Clerk

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF GLENDALE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 24 day of April, 2003.

A handwritten signature in black ink, appearing to read "Paul H. F. [unclear]", written over a horizontal line.

Attorney

EXHIBIT A
SUMMARY

GRAND AVENUE CORRIDOR
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF GLENDALE ENHANCEMENTS

ITEM	COST		DESCRIPTION
	DESIGN	CONSTRUCTION	
1 MARYLAND AVENUE SIGNAL INTERCONNECT	\$0	\$17,111	Additional cost to provide 4" conduits, No. 7 pull boxes, and couplings at bridge for the interconnect system between the signals on Maryland Ave
2 MARYLAND AVENUE UNDERPASS AESTHETIC ENHANCEMENTS	\$28,840	\$185,667	Additional cost for the decorative MSE walls, pedestrian fence and parapet and decorative post for roadway lighting.
Items 1-2 Sub-Total:	\$28,840	\$202,778	\$231,618
3 67TH AVENUE SIGNAL INTERCONNECT	\$0	\$25,665	Additional cost to provide conduit, pullboxes and couplings at bridge for the interconnect system between the signals on 67th Avenue.
4 67TH AVENUE UNDERPASS AESTHETIC ENHANCEMENTS	\$20,061	\$142,267	Additional cost for the decorative MSE walls, abutments, piers and bridge barrier railings.
5 67TH AVENUE 48-INCH SD ENHANCEMENT	\$800	\$30,262	Additional cost to the City (based on 50/50 cost share with ADOT) to upsize the 67th Avenue SD system to a 48-inch pipe north of Grand Avenue.
6 67TH AVENUE UTILITY RELOCATIONS	\$0	-\$11,250	ADOT construction cost for relocation of COG utilities with prior rights that are in conflict with SRPI relocations.
Items 3-6 Sub-Total:	\$20,861	\$186,944	\$207,805
ITEMS 1-6 TOTAL:	\$49,701	\$389,722	\$439,423
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$54,561	Construction Engineering and Administration was calculated on a percentage basis of the construction cost of the City's Items 1 through 6.
5% DESIGN ENGINEERING ADMINISTRATION	\$2,485	\$0	Design Engineering Administration was calculated on a percentage basis of the design cost of the City's Items 1 through 6.
GRAND TOTAL	\$52,186	\$444,283	\$496,469

EXHIBIT A
ITEM 1 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	MARYLAND AVENUE - TRAFFIC SIGNAL INTERCONNECT				
2	LUMP SUM COST				
3					
4	ELECTRICAL CONDUIT (4")	L.F.T.	980	\$7.00	\$6,860.00
5	PULL BOX (NO. 7)(WITH EXTENSION)	EACH	4	\$500.00	\$2,000.00
6	ELECTRICAL SYSTEM (INTERCONNECT CONDUIT IN MARYLAND AVE BRIDGE)	L.SUM	1	\$6,084.00	\$6,084.00
7					
8	SUBTOTAL CONSTRUCTION COST (1)				\$14,944.00
9					
10	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.60%	\$389.00
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.10%	\$314.00
12	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1.50%	\$224.00
13	MOBILIZATION SHARE ⁴	L.SUM	1	8.30%	\$1,240.00
14					
15	SUBTOTAL CONSTRUCTION COST (2)				\$17,111.00
16	DESIGN ENGINEERING				\$0.00
17	ITEM 1 TOTAL COST				\$17,111.00
18					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (2.6% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.5% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.3% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.

EXHIBIT A
ITEM 2 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	MARYLAND AVENUE - AESTHETIC ENHANCEMENTS				
2	LUMP SUM COST				
3					
4	PEDESTRIAN FENCE AND PARAPET (Artistic) ⁵	L.FT.	1,040	\$150.00	\$156,000.00
5	PEDESTRIAN FENCE AND PARAPET (ADOT Standard)	L.FT.	1,040	(\$123.00)	(\$127,920.00)
6	RETAINING WALL (MSE)	SQ.FT.	26,815	\$5.00	\$134,075.00
7					
8					
9	SUBTOTAL BRIDGE CONSTRUCTION COST (1)				\$162,155.00
10					
11	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.60%	\$4,216.00
12	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.10%	\$3,405.00
13	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1.50%	\$2,432.00
14	MOBILIZATION SHARE ⁴	L.SUM	1	8.30%	\$13,459.00
15					
16	SUBTOTAL CONSTRUCTION COST (2)				\$185,667.00
17	DESIGN ENGINEERING				\$28,840.00
18	ITEM 2 TOTAL COST				\$214,507.00

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (2.6% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.5% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.3% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
5. Pedestrian Fence and Parapet (Artistic) includes additional costs from arched 2 1/2" dia steel pipe, connections of the arched pipe to the vertical and horizontal members, credit for eliminating the TS 4"x3"x1/4" Rail Element (which is typical per ADOT STD SD 1.05), 8 foot high concrete pedestals at the five on-bridge light pole locations, the "Ashler Stone" form liner used on all exposed surfaces of the concrete light pole pedestals, bridge deck blisters at the light pole locations, unique formwork required for the bridge deck blisters & light pole pedestals, and raising the on-bridge parapet from typical 2'-0" height (per ADOT STD SD 1.05) to 3'-6"

EXHIBIT A
ITEM 3 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	67th AVENUE - TRAFFIC SIGNAL INTERCONNECT				
2	LUMP SUM COST				
3					
4	ELECTRICAL CONDUIT (4")	L.FT.	1,830	\$7.00	\$12,810.00
5	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	7	\$500.00	\$3,500.00
6	ELECTRICAL SYSTEM (INTERCONNECT CONDUIT IN 67TH AVENUE BRIDGE)	L.SUM	1	\$6,105.00	\$6,105.00
7					
8	SUBTOTAL CONSTRUCTION COST (1)				\$22,415.00
9					
10	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.60%	\$583.00
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.10%	\$471.00
12	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1.50%	\$336.00
13	MOBILIZATION SHARE ⁴	L.SUM	1	8.30%	\$1,860.00
14					
15	SUBTOTAL CONSTRUCTION COST (2)				\$25,665.00
16	DESIGN ENGINEERING				\$0.00
17	ITEM 3 TOTAL COST				\$25,665.00
18					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (2.6% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.5% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.3% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.

EXHIBIT A
ITEM 4 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	67th AVENUE - AESTHETIC ENHANCEMENTS				
2	LUMP SUM COST				
3					
4	PROPRIETARY RETAINING WALLS	SQ. FT.	14,829	\$5.00	\$74,145.00
5	ABUTMENTS, PIERS AND BRIDGE BARRIER RAILS	SQ. FT.	10,021	\$5.00	\$50,105.00
6					
7					
8	SUBTOTAL CONSTRUCTION COST (1)				\$124,250.00
9					
10	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.60%	\$3,231.00
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.10%	\$2,609.00
12	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1.50%	\$1,864.00
13	MOBILIZATION SHARE ⁴	L.SUM	1	8.30%	\$10,313.00
14					
15	SUBTOTAL CONSTRUCTION COST (2)				\$142,267.00
16	DESIGN ENGINEERING				\$20,061.00
17	ITEM 4 TOTAL COST				\$162,328.00
18					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (2.6% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.5% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.3% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.

EXHIBIT A
ITEM 5 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	67th AVENUE - STORM DRAIN UPGRADE TO 48-INCH				
2	LUMP SUM COST				
3					
4	PIPE, REINFORCED CONCRETE, CLASS II, 48"	L.F.T.	881	\$130.00	\$114,530.00
5	PIPE, REINFORCED CONCRETE, CLASS III, 30"	L.F.T.	881	(\$70.00)	(\$61,670.00)
6					
7	SUBTOTAL CONSTRUCTION COST (1)				\$52,860.00
8					
9	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.60%	\$1,374.00
10	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.10%	\$1,110.00
11	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1.50%	\$793.00
12	MOBILIZATION SHARE ⁴	L.SUM	1	8.30%	\$4,387.00
13					
14	SUBTOTAL CONSTRUCTION COST (2)				\$60,524.00
15	ALLOWANCE FOR ADOT CONTRIBUTION ⁵				(\$30,262.00)
16					
17	SUBTOTAL CONSTRUCTION COST (3)				\$30,262.00
15	DESIGN ENGINEERING ⁵		\$1,600.00	50.00%	\$800.00
16	ITEM 5 TOTAL COST				\$31,062.00
17					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (2.6% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.5% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.3% based upon the Contractor's actual bid on the 27th Ave/91st Ave & 43rd Ave/51st Ave Grand Projects) of the construction cost of the City's items.
5. The City to cost-share 50/50 for this item.

EXHIBIT A
ITEM 6 SUMMARY BACKUP

Final Version
JPA 02-088
Date: 04/15/2003

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	67th AVENUE - UTILITY RELOCATION BY COG ¹				
2	LUMP SUM COST				
3					
4	REMOVE 8" DIP SEWER PIPE AND PLUG	L.FT.	10	(\$10.00)	(\$100.00)
5	REMOVE AND REPLACE AC PAVEMENT	SQ.YD.	20	(\$20.00)	(\$400.00)
6	12" DIP WATERLINE	L.FT.	15	(\$60.00)	(\$900.00)
7	8" DIP WATERLINE	L.FT.	20	(\$50.00)	(\$1,000.00)
8	3" PVC WATERLINE	L.FT.	15	(\$10.00)	(\$150.00)
9	1" COPPER WATERLINE	L.FT.	10	(\$10.00)	(\$100.00)
10	12" ACP VERTICAL ADJUSTMENT OF WATERLINE	EACH	1	(\$2,000.00)	(\$2,000.00)
11	8" DIP VERTICAL ADJUSTMENT OF WATERLINE	EACH	2	(\$1,800.00)	(\$3,600.00)
12	3" PVC VERTICAL ADJUSTMENT OF WATERLINE	EACH	1	(\$1,000.00)	(\$1,000.00)
13	RELOCATE WATER METER BOX	EACH	4	(\$500.00)	(\$2,000.00)
14					
15	SUBTOTAL CONSTRUCTION COST (1)				(\$11,250.00)
16					
17					
18	ITEM 6 TOTAL COST				(\$11,250.00)
19					

Notes:

I. Advance Utility Relocations for SRPI.

RESOLUTION NO. 3664 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CITY ENHANCEMENTS TO THE MARYLAND AVENUE OVERPASS AND THE 67TH AVENUE OVERPASS ALONG GRAND AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

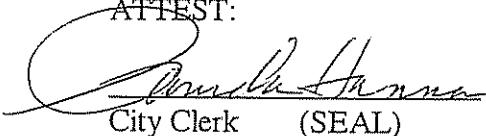
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (KR02-1959TRN / JPA 02-88) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

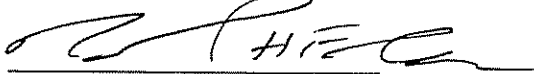
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of April, 2003.


MAYOR

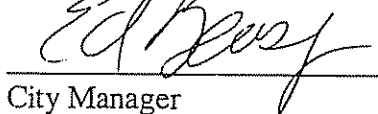
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1959TRN (JPA 02-88 AMENDMENT ONE), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED August 6, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ss

att.